

1 BILL NO. S-80-02- 10

2 SPECIAL ORDINANCE NO. S- 17-80

3 An Ordinance approving a contract,  
4 dated December 27, 1979, with Bercot,  
5 Inc. for the construction of a storm  
6 sewer on North Washington Road south  
to Lough Nest, under Improvement  
Resolution No. 5857-79 of the Board  
of Public Works.

7  
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
9 WAYNE, INDIANA:

10 Section 1. That the Contract, dated December 27, 1979, be-  
11 tween the City of Fort Wayne, by and through its Mayor and the  
12 Board of Public Works and Bercot, Inc., contractor:

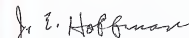
13 To construct Storm Sewer on North Washington  
14 Road R/W a distance of 76 + ft. south to an  
existing easement on the south side of Lot  
#7 of North Washington Place Addition and  
15 continuing along said easement a distance of  
125 + ft. to existing R/W of Lough West and  
50 + ft. to an existing inlet on Lough Nest.

16 at a cost of \$7,695.90 coming from City Utilities with reimburse-  
17 ment from property owners involved, which contract is on file in  
18 the office of the Board of Public Works and is by reference in-  
19 corporated herein and made a part hereof, is hereby in all things  
20 ratified, confirmed and approved.

21 Section 2. That this Ordinance shall be effective upon pas-  
22 sage and approval by the Mayor.

23   
24 Councilman

25  
26 Approved as to form and  
27 legality

28   
29 John E. Hoffman  
30 City Attorney  
31  
32

Read the first time in full and on motion by Burns, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Yalitie (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 2-12-80, 19 80, the 12 day of February, at 6 o'clock P. M., E.S.T.

DATE: 2-12-80

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>NUCKOLS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT, V.</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 2-26-80

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-17-80 on the 26th day of February, 19 80.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Vivian H. Schmitt  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of February, 19 80, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 27th day of Feb. 19 80, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-80-02-10

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract, dated Decemer 27, 1979, with Bercot, Inc.

for the construction of a storm sewer on North Washington Road  
south to Lough Nest, under Improvement Resolution No. 5857-79  
of the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS

PAUL M. BURNS, CHAIRMAN

BEN EISBART, VICE CHAIRMAN

JOHN NUCKOLS

MARK GiaQUINTA

ROY SCHOMBURG

CONCURRED IN

DATE 2-26-80 CHARLES W. WESTERMAN, CITY CLERK

\*NOTE: Cost of Permits, Engineering and Inspection ARE NOT included in this bid.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5857-79 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before May 15, 1980, and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19  , until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 27 day of December, 1979

ATTEST:

[Signature]  
Corporate Secretary

City of Fort Wayne, By and Through:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Its Board of Public Works and Mayor.

BERCOT, INC.

BY: [Signature]

ITS: [Signature]  
Contractor, Party of the First Part

ATTEST:

[Signature]  
Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY

[Signature]  
CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-73 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
  - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
  - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
  - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
  - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
  - (5) the following practices are not included in the meaning of "discrimination":
    - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."



# STORM SEWER IMPROVEMENT RESOLUTION

No. 5857 - 79

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to ~~improve~~ construct Storm Sewer on North Washington Road R/W a distance of 76± feet south to an existing easement on the south side of Lot #7 of North Washington Place Addition and continuing along said easement a distance of 125± feet to existing R/W of Lough Nest and 50± feet to an existing inlet on Lough Nest.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne.

Adopted, this \_\_\_\_\_ day of \_\_\_\_\_

ATTEST:

Secretary & Clerk

BOARD OF PUBLIC WORKS:

## PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BERCOT, INC.  
as Principal, and the WESTERN CASUALTY AND SURETY COMPANY,  
a corporation organized under the laws of the  
State of Kansas, and duly authorized to transact business in the  
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,  
Indiana, an Indiana Municipal Corporation in the sum of SEVEN THOUSAND, SIX  
HUNDRED AND NINETY-FIVE DOLLARS AND NINETY CENTS -----  
(\$ 7,695.90 -----), for the payment whereof well and truly to be made,  
the Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents. The  
condition of the above obligation is such that

WHEREAS, the Principal did on the 21st day of December, 19 79,  
enter into a contract with the City of Fort Wayne to construct

Resolution No. 5857-79:

To construct Storm Sewer on North Washington Road R/W a distance of 76 ± ft south to an existing easement on the south side of Lot #7 of North Washington Place Addition and continuing along said easement a distance of 125 ± ft. to existing R/W of Lough Nest and 50 ± ft. to an existing inlet on Lough Nest.

at a cost of \$ 7,695.90, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BERCOT, INC.  
(Contractor)

BY:

ITS:

ATTEST:

(Title)

THE WESTERN CASUALTY AND SURETY COMPANY  
Surety

\*BY:

Authorized Agent  
(Attorney-in-Fact)

Donald F. Campbell

\*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- BERCOT, INC. -----  
(Name of Contractor)  
----- 3838 MOBILE AVENUE, FORT WAYNE, INDIANA 46805 -----  
(Address)

a CORPORATION, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and THE WESTERN CASUALTY AND SURETY COMPANY  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SEVEN THOUSAND, SIX HUNDRED AND NINETY-FIVE DOLLARS AND NINETY CENTS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 21st day of December, 19 79, for the construction of:

Resolution No. 5857-79:

To construct Storm Sewer on North Washington Road R/W a distance of 76 ± ft. south to an existing easement on the south side of Lot #7 of North Washington Place Addition and continuing along said easement a distance of 125 ± ft. to existing R/W of Lough Nest and 50 ± ft. to an existing inlet on Lough Nest.

at a cost of SEVEN THOUSAND, SIX HUNDRED AND NINETY-FIVE DOLLARS AND NINETY CENTS  
(\$ 7,695.90), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counter-  
(number)  
parts, each one of which shall be deemed an original, this 21st day of  
December, 1979.

(SEAL)

ATTEST:

*[Signature]*  
(Principal) Secretary

BERCOT, INC.  
Principal

BY *[Signature]*  
*[Signature]*  
(Title)  
3838 Mobile Avenue  
Fort Wayne, Indiana 46805  
(Address)

Witness as to Principal

(Address)

THE WESTERN CASUALTY AND SURETY COMPANY  
Surety  
BY *[Signature]*  
Attorney-in-Fact Donald F. Campbell  
(Authorized Agent)

*[Signature]*  
Witness as to Surety Jerry C. Waak

Huff and Campbell Insurance Agency, Inc.  
(Address)

4233 East State Boulevard

Fort Wayne, Indiana 46815

Huff and Campbell Insurance Agency, Inc.  
4233 East State Boulevard  
(Address)

Fort Wayne, Indiana 46815

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

POWER OF ATTORNEY

# The Western Casualty and Surety Company

HOME OFFICE — FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee."

H. Stanley Huff, Jr., or Donald F. Campbell  
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for  
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship in which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of September, 1975.

THE WESTERN CASUALTY AND SURETY COMPANY

By

*V. J. O'Gorek*  
Vice President



STATE OF KANSAS ss  
COUNTY OF BOURBON

On this 17th day of September, A. D., 1975, before the subscriber, a Notary Public in the State of Kansas in and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

*A. H. Shepard*  
Notary Public.



I, F. C. McCurley, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 21st day of December, 1979.

*F. C. McCurley*  
Assistant Secretary.



POWER OF ATTORNEY

# The Western Casualty and Surety Company

HOME OFFICE—FORT SCOTT, KANSAS

KNOW ALL MEN BY THESE PRESENTS: That THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas, a corporation of the State of Kansas, having its principal office in the city of Fort Scott, Kansas, pursuant to the following Bylaw, which was adopted by the Stockholders of the said Company on December 2, 1953, to-wit:

"Section 27. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The president, any vice president or the secretary shall have power and authority to appoint resident vice presidents, resident assistant secretaries and attorneys-in-fact, and to give such appointees full power and authority to make, execute and deliver in the name and on behalf of the corporation, bonds, recognizances, contracts of indemnity and other undertakings and writings of obligatory nature, and to affix thereto the corporate seal of the corporation. The president, any vice president or the secretary shall also have power at any time to remove and revoke the authority of any such appointee." does hereby nominate, constitute and appoint

H. Stanley Huff, Jr., or Donald F. Campbell  
of Fort Wayne, Indiana

its true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety, and as its act and deed:

Any and all bonds and undertakings.

Provided, No authority is extended for  
the execution of Open Penalty Bonds.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Fort Scott, State of Kansas, in their own proper persons.

The following Resolution was adopted at the Quarterly Meeting of the Board of Directors of The Western Casualty and Surety Company, held on the 10th day of November, 1970:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Section 27 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary, and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship in which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, THE WESTERN CASUALTY AND SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of September, 1975.

THE WESTERN CASUALTY AND SURETY COMPANY

By

*V. J. O'Gorek*  
Vice President



STATE OF KANSAS  
COUNTY OF BOURBON ss

On this 17th day of September, A. D., 1975, before the subscriber, a Notary Public in the State of Kansas in

and for the County of Bourbon, duly commissioned and qualified, came V. J. O'Gorek, Vice President of THE WESTERN CASUALTY AND SURETY COMPANY, of Fort Scott, Kansas to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, and that Bylaw, Section 27, adopted by the Stockholders of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Fort Scott, the day and year first above written.

My appointment expires September 5, 1980

*W. H. Shepard*  
Notary Public.



I, F. C. McCurley, Assistant Secretary of THE WESTERN CASUALTY AND SURETY COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of attorney executed by said THE WESTERN CASUALTY AND SURETY COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Fort Scott, Kansas, this 21st day of December, 1979.

*F. C. McCurley*  
Assistant Secretary.



We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER, 1979.

in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
ERICKLAYER	S	12.21	57¢	.50		1¢	6if
CARPENTER (BUILDING) (HIGHWAY)	S	10.89	70¢	6%		2¢	4if
	S	11.18	60¢	.60		5¢	2if
CEMENT MASON	S	10.85	75¢	.80		2¢	
ELECTRICIAN	S	12.65	55¢	3%+50¢		6¢	1%if
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½¢	
GLAZIER	S	11.39		.25	40¢	4¢	25cholidays 25 annuity
IRON WORKER	S	12.35	1.00	1.45		2¢	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	8.55-9.55	.70	.70		9¢	
	S-US-SS	8.30-9.15	.70	.70		9¢	
LATHER	S-US-SS	8.30-9.15	.70	.70		9¢	
	S	10.94		.50		1¢	2if
MILLWRIGHT & FILEDRIVER	S	11.29	.70	6%		2¢	4if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	8.35-12.50	.75	.65		10¢	
	S-SS-US	8.59-11.57	.75	.65		10¢	
	S-SS-US	8.59-11.57	.75	.65		10¢	
PAINTER	S	9.90-10.90	.60	.85		12¢	6 misc.
PLASTERER	S	10.08	.60	.80			
PLUMBER & STEAMFITTER	S	13.20	.55	.90		7¢	7if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	11.90		.30			
SHEETMETAL WORKER	S	12.18	.72	.77		10¢	41¢asml 14if
	S-SS						
TEAMSTER (BUILDING) (HIGHWAY)	US	9.60-10.55	29.00pw	37.00pw			
	S-SS-US	9.20-9.80	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 25 DAY OF Sept., 19 79

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDED AGENT.

REPRESENTING STATE A.F.L. & C.I.O.



#### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

REQUEST FOR ACTION

To: CITY ATTORNEY

From: (NAME, TITLE & DEPARTMENT) BOARD OF PUBLIC WORKS

APPROVED BY [Signature]  
(PERSON AUTHORIZED TO FORWARD LEGAL WORK)

DATE: JANUARY 28, 1980

SUBJECT: CONTRACT - ST. IMP. RES. NO. 5857-79 - STORM SEWER - N. WASHINGTON RD./LOUGH  
(FILE SUBJECT DESIGNATION) NEST

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FILE # ASSIGNED BY RECORDS LIBRARIAN

# 4782

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ACTION REQUESTED: PLEASE PREPARE AN ORDINANCE TO BE INTRODUCED IN COUNCIL ON  
FEBRUARY 12, 1980, APPROVING CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5857-79,  
CONSTRUCTION OF STORM SEWER ON N. WASHINGTON RD. NEAR LOUGH NEST, BERCOT, INC.,  
CONTRACTOR FOR THE PROJECT. \$7695.90

(CONTINUE ON REVERSE SIDE, IF NECESSARY)

CC: CITY ATTORNEY

(IF ORIGINAL REQUEST SENT TO ANOTHER  
ATTORNEY OUTSIDE CITY ATTORNEY'S OFFICE)

DEPARTMENT HEAD OF REQUESTING PARTY

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT FOR ST. IMP. RES. NO. 5857-80 - STORM SEWER  
N. WASHINGTON RD./LOUGH NEST

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5857-79, FOR THE CONSTRUCTION  
OF A STORM SEWER ON NORTH WASHINGTON ROAD SOUTHWARD TO LOUGH NEST, IN THE AMOUNT OF  
\$7695.90 WITH BERCOT, INC., CONTRACTOR FOR THE PROJECT.

*S-80-02-10*

(CONTRACT ATTACHED HERETO)

EFFECT OF PASSAGE CONSTRUCTION OF STORM SEWER TO SERVE PROPERTY OWNERS IN  
AREA ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$7695.90 FROM CITY UTILITIES WITH  
REIMBURSEMENT FROM PROPERTY OWNERS INVOLVED

ASSIGNED TO COMMITTEE